

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Computer Forensic Services, Inc., and
360 Security Services, LLC,
Plaintiffs and Cross-Defendants,

Case No. 22-cv-02665(DWF/ECW)

Date Complaint filed: Aug. 16, 2022

vs.

BraunHagey & Borden LLP,
Defendant and Cross-Plaintiff,

**DECLARATION OF RONALD J.
FISHER IN SUPPORT OF CROSS-
PLAINTIFF BRAUNHAGEY &
BORDEN LLP'S OPPOSITION TO
MOTION TO COMPEL
ARBITRATION**

I, Ronald J. Fisher, declare:

1. I am a partner at and general counsel of the law firm BraunHagey & Borden LLP (BHB), based in San Francisco, California. I am authorized to make this declaration in support of BHB's opposition to Cross-Defendant's motion to compel arbitration.

2. BHB is a law firm appointed to represent a proposed consumer class in the pending lawsuit *Spectrum Scientifics v. Celestron*, Case No. 5:20-cv-03642-EJD (N.D. Cal.) (the Spectrum litigation). As appointed counsel to the class plaintiffs, BHB has a fiduciary duty to limit the class's costs and maximize its recovery. The representative plaintiff in that case is Radio City, Inc., a Minnesota corporation. Radio City had a retail store in Minneapolis that sold telescopes until it closed December 2018. In the *Spectrum* litigation, Radio City alleges that illegal prices set by the defendants—a group of telescope manufacturers, holding companies, and shell corporations controlled by a Chinese national—unlawfully depressed margins on the telescopes it sold.

3. BHB retained CFS on June 1, 2021, to obtain information from electronic and physical (paper) sources related to Radio City. The parties entered into a written agreement, attached as Exhibit A to this declaration.

4. BHB identified electronic devices for forensic preservation. A CFS employee picked up the devices from BHB's client. CFS extracted data from some (but not all) of the electronic devices, and scanned paper documents held by Radio City.

5. On July 7, 2021, BHB received invoices from CFS for \$24,754.80 and \$8,072.50. On July 23, 2021, BHB emailed CFS regarding the July 7 invoices. A true and correct copy of the email is attached as Exhibit B.

6. BHB then discovered that CFS was attempting to bill BHB for the many hours that its computers were processing data as "forensic analyst time." In September 2021, at BHB's direction, CFS transferred the 12 devices that CFS had unsuccessfully attempted to recover data from to a vendor of BHB's choosing. The vendor successfully recovered the data, while billing only part of the time and money that CFS did.

7. On September 23, 2021, CFS emailed BHB the invoices to date, which were for \$292.50, \$8,072.50, and \$24,754.80. Attached as Exhibit C is a true and correct copy of the email. Beginning on October 1, 2021, without BHB's knowledge or consent, CFS began live-hosting the data rather than preserving it. In early November 2021, CFS contacted BHB's client in the Spectrum litigation and demanded that they personally pay the invoices and insinuated that the client's property might be destroyed if payment was not made.

8. On November 8, 2022, I emailed a letter to CFS. A true and correct copy of the letter is attached as Exhibit D.

9. On November 9, 2021, I received an email from Mark Lanterman. A true and correct copy of the letter is attached as Exhibit E.

10. On November 17, 2021, I sent an email responding to Mark Lanterman's November 9 letter. Attached as Exhibit F is a true and correct copy of my email.

11. Attached as Exhibit G is a true and correct copy of my email correspondence with Nancy M. Vold from the James H. Gilbert Law Group, PLLC.

12. Attached as Exhibit H is a true and correct copy of my email correspondence with a case manager for JAMS regarding an arbitration demand by CFS. Attached as Exhibit I is a true and correct copy of a letter from JAMS declining the arbitration.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 2, 2022

By: /s/ Ronald J. Fisher
Ronald J. Fisher